

1-14-99 RE MRD

01-15-1999



SHEET Y

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To the Honorable Commissioner of

attached original documents or copy thereof.

1. Name of conveying party(ies):

Centennial Technologies, Inc.

- Individuals Association
General Partnership Limited Partnership
[X] Corporate-State Delaware
Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
[X] Security Agreement Change of Name
Other

Execution Date: November 20, 1998

Name: Fleet National Bank

Internal Address:

Street Address: One Federal Street

City: Boston State MA ZIP 02110

- Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
[X] Other Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached:
(Designation must be a separate document from assignment) Additional name(s) & address(es) attached?

4. Application number(s) or patent number(s):

A. Trademark Application No(s)

- 1.) 75-512,920
2.) 75-511,644
3.) 75-508,901

B. Trademark Registration No.(s)

None

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jonathan R. Harris, Esq.

Internal Address: Edwards & Angell, LLP

Street Address: 101 Federal Street

City: Boston State MA ZIP 02110

6. Total number of applications and registrations involved

7. Total fee (37 CFR 3.41) \$90.00

- [X] Enclosed
Authorized to be charged to deposit account

8. Deposit Account Number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Judy Radoccia

Name of Person Signing

Signature

January 13, 1999

Date

Total number of pages including cover sheet, attachments, and document

SECURITY AGREEMENT (TRADEMARKS)

WHEREAS, CENTENNIAL TECHNOLOGIES, INC., a Delaware corporation, with a principal place of business at 7 Lopez Road, Wilmington, MA 01887 (the "Company") and FLEET NATIONAL BANK, with a place of business at One Federal Street, Boston, Massachusetts 02110 (the "Bank") have entered into an Inventory, Accounts Receivable and Intangibles Security Agreement dated November 20, 1998 (the "Security Agreement") and are also parties to a related letter agreement (the "Letter Agreement") between the Bank and the Company; and

WHEREAS, the Company is the owner and user of the trademarks listed on Schedule A hereto and identified in said Security Agreement (the "Trademarks"); and

WHEREAS, among the security interests granted by the Company to the Bank pursuant to the Security Agreement is a security interest in the Trademarks listed on Schedule A hereto, together with the goodwill of the business associated with and symbolized by such Trademarks; and

WHEREAS, the parties to the Security Agreement contemplate and intend that, if an Event of Default (as defined in the Letter Agreement) shall occur and be continuing, the Bank shall have all rights of the Company in and to the Trademarks and the goodwill of the business of the Company associated with and symbolized by the Trademarks as may be necessary or proper in order to enable the Bank, as foreclosing secured party, to continue such business of the Company or, following such foreclosure, to transfer to a purchaser all such rights as may be necessary or proper to enable such purchaser to continue such business of the Company;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties reconfirm the terms of the Security Agreement, as if set forth fully herein, and acknowledge that the Bank has a security interest in the Trademarks listed on Schedule A hereto, together with the goodwill of the business associated with and symbolized by such Trademarks; as security for the Obligations (as defined in the Security Agreement), the Company hereby grants a security interest to the Bank in and to, all of the Company's right, title and interest in and to said Trademarks and the goodwill of the business associated therewith; the Company agrees that it will not sell or assign any of the Trademarks without the prior written consent of the Bank; and the Company and the Bank request that the Commissioner of Patents and Trademarks record this document with respect to the Trademarks.

The Company hereby appoints the Bank as the Company's attorney-in-fact (with full power of substitution and resubstitution) with the power and authority, after the occurrence and during the continuance of any Event of Default (as defined in the Letter Agreement), to execute and deliver, in the name and on behalf of the Company, and to cause the recording of all such further assignments and other instruments as the Bank may deem necessary or desirable in order to carry out the intent of the Security Agreement and this Security Agreement (Trademarks).

The Company agrees that all third parties may conclusively rely on any such further assignment or other instrument, so executed, delivered and recorded by the Bank (or the Bank's designee in accordance with the terms hereof) and on the statements made therein.

CENTENNIAL TECHNOLOGIES, INC.

FLEET NATIONAL BANK

By: Donald Klee  
 Name: Donald Klee  
 Title: Secretary, Treasurer and General Counsel

By: [Signature]  
 Its VP

COMMONWEALTH OF MASSACHUSETTS) ) ss.  
 COUNTY OF Middlesex)

Then personally appeared before me the above-named Donald Klee, the Secy, Treasurer & Gen'l Counsel of Centennial Technologies, Inc., and stated that he/she executed the foregoing instrument under the authority of said corporation's Board of Directors and acknowledged the foregoing instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 20th day of November, 1998.

[Signature]  
 Notary Public  
 My commission expires: 1/3/03

**SCHEDULE A  
TO  
SECURITY AGREEMENT (TRADEMARKS)**

**Marks with Federal Registration**

<u>Marks</u>	<u>Registration No./Reg. Date</u>	<u>Use</u>
	None.	

**Marks with Pending Applications**

<u>Marks</u>	<u>Serial No./Filing Date</u>	<u>Use</u>
CENTENNIAL and design	75-512,920 July 2, 1998	Electronic circuit board or cards insertable into computers
CENTENNIAL	75-511,644 July 1, 1998	Electronic circuit board or cards insertable into computers
CUSTOMER-IZED	75-508,901 June 26, 1998	Electronic circuit board or cards insertable into computers